AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
J	1 | 11

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
0004	24-Feb-2004	W62N6M40354979	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
USACE SACRAMENTO DISTRICT ATTN: CONTRACTING DIVISION 1325 J STREET SACRAMENTO CA 95814-2922	W91238	**See Item 6**	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
	X	9A. AMENDMENT OF SOLICITATION NO. W91238-04-Q-0061
	X	9B. DATED (SEE ITEM 11) 12-Feb-2004
		10A. MOD. OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer [ ] is extended, [X] is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

[ ] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[ ] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Napa Plant Acquisition and Propagation

A. Section C 1.1.1 Project Site: Corrected to state EAST BANK, not WEST BANK of Napa River.

B. All other sections of the solicitation remain unchanged.

C. Point of Contact: TJ Kamenitzer 916-557-7456.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 23-Feb-2004

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:
STATEMENT OF WORK

SCOPE OF WORK
Napa River Flood Protection Project
Contract 1B Plant Acquisition

GOVERNMENT PLANT ACQUISITION

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Tables

SECTION C
Technical Specifications

Section 02902L2
GOVERNMENT PLANT ACQUISITION

PART 1 - GENERAL

1.1 DESCRIPTION

Furnish all labor, material, equipment, and services necessary to provide complete collection, propagation, maintenance, storage and delivery of plant material, according to this Scope of Work and as directed by the Contracting Officer.

1.1.1 Project Site

The Contract 1B project site is located south of the city of Napa California on the EAST BANK of the Napa River from Kennedy Park to Imola Avenue.

1.1.2 Collection Zone

Plant propagules shall be collected (harvested) in the following order of preference: 1) Within or adjacent to the Contract 1B project site 2) Within a 30 mile radius of the Contract 1B project location and within the Napa River Watershed 3) Within the Napa River Watershed. The Contractor shall be responsible for identifying collection sites for approval by the Contracting Officer before the start of any material collection. The Contractor shall be responsible for obtaining approval from property owners before accessing their land for plant collection purposes. The Contractor shall perform in conformance to all rules and regulations of governing agencies and private parties having authority over the collection areas.

1.2 DEFINITIONS

The following terms referenced herein are defined as follows:

1.2.1 *Contractor:* The nursery contractor awarded herein.
1.2.2 *Installation Contractor:* A contractor independent of this contract that will receive and install the plants grown by the nursery contractor.
1.2.3 *Nursery:* The nursery contractor's location where the plants will be grown and stored.
1.2.4 *Project Site:* The location where the plants will be installed by the installation contactor.
1.2.5 *COR:* The Contracting Officer's Representative.
1.2.6 *Government:* U.S. Army Corps of Engineers, Sacramento District.
1.2.7 *Delivery:* The act of transporting the plant material to the project site and placing it in the appropriate delivery area, as coordinated with the installation contractor. Delivery is not complete until the hardening-off requirements have been satisfied.

1.3 MINIMUM QUALIFICATIONS

The Contractor shall be a plant nursery with 5 years, minimum, experience in, and have the facilities to perform, collection, propagation, maintenance and storage of the plant material indicated in Table 1-A. The Contractor shall possess a current California State Nursery License.

1.4 PERFORMANCE

1.4.1 Warranty

All container grown plants shall be guaranteed to be healthy, without insects or disease, and in a vigorous growing condition at the time of delivery.

1.4.2 Plant Growth Standards

The container plants top growth shall be in proportion to its root development. The plant shall exhibit proper form for each species and meet all the branching standards as indicated herein. Plants that do not meet all the minimum requirements will be rejected by the Government and shall be the responsibility of the Contractor to secure acceptable material at no additional cost to the Government.

1.4.2.1 Species Form and Top Growth

Tree species shall be grown with a single, non-headed leader. The plants top growth shall be sufficiently large enough for the specified container it is being grown in. The nursery shall time the germination and propagation of the propagule so that it is at the proper size at the indicated delivery time. See Paragraph 2.1.3 of this specification for plant standards.

1.4 QUALITY CONTROL

1.5.1 Supervision

The Contractor is responsible for direct supervision and actions of the Contractor's personnel and the personnel of any subcontractors. The Contractor shall provide all quality control for the deliverables.

1.5.2 Removal of Unacceptable Plant Material

Plant material not meeting the Contracting Officer's approval shall immediately be removed from the project site at the Contractor's expense. The Contractor shall incur any additional expenses required because of material not meeting the requirements of this Scope of Work.

1.6 INSPECTIONS

1.6.1 Nursery Observations

The COR will conduct two visits (at his option) to the nursery to observe the progress of the plants growth and general nursery operations. Additional, informal, visits to the nursery may occur at other times and may be unannounced.

1.6.2 Planting Site Inspection

Immediately after plant material delivery to the project site, the COR, Contractor and the installation contractor shall inspect the plant material for injury, disease, and insect infestation. At the Contractor's expense, all plant material problems shall be corrected, within 5 working days of the date of the initial delivery.

1.6.3 Plant Approvals

Final approval of all plant material by the Contracting Officer will be reserved until time of delivery at the delivery site. Plants that are substandard in the opinion of the Contracting Officer will not be accepted. The actual number of plants grown will allow for a small amount of destructive sampling for each species at this observation.

1.6.4 Replacement Plantings

The Contractor shall be responsible for any additional preparation of plants necessary to complete the contract, which resulted from plant disapproval or substandard plant material. All plant replacements will be subject to inspection by the Contracting Officer during its growing period and upon delivery.

1.7 TIMES AND CONDITIONS

The Contractor's strict conformance to the project schedule is essential for the success of this project. The Contractor shall be responsible for coordinating and scheduling the collection, propagation, maintenance, storage and delivery of material necessary to complete the work and for ensuring that subcontractors do the same as quickly and efficiently as possible in conformance with the project schedule. The project schedule shall be as follows, unless otherwise directed by the Contracting Officer:

1.7.1 Collection Period

Plant material shall be collected at the first opportunity after contract award when propagules are viable for collection or harvest.

1.7.2 Growing Period

The Contractor shall time the plants propagation to ensure the plants are at the required size at delivery. Each species growth rate and required container size at delivery shall be considered when the propagule is germinated and/or transplanted to final container sizes.

1.7.3 Delivery Period

It will be the option and convenience of the Government to take delivery of the plant material between **15 September 2004 and 15 December 2004**. Delivery of all required plant material listed herein shall take place by the Contractor to the project site (Napa, CA) upon notification of the Contracting Officer.

1.8 MEASUREMENT AND PAYMENT

1.8.1 Payment Schedule

Payment shall be made at three times during the nursery operations. These times shall encompass all required work described herein. The events are described below and are identified by major tasks only. The efforts identified below shall include all costs in connection therewith:

1.8.1.1 First Payment: Mobilization / Seed Collection

The first payment shall be for mobilization and propagule collection and shall constitute 20% of the Contract work requirement.

1.8.1.2 Second Payment: Propagation / Transplanting

The second payment shall be for propagation and transplanting into delivery containers and shall constitute 40% of the Contract work requirement.

1.8.1.3 Third Payment: Delivery

The third payment shall be for plant delivery and shall constitute 40% of the Contract work requirement.

1.8.2 Unit Measurement and Payment

Pricing schedule items shall be measured and paid as indicated below:

1.8.2.1 Treeband

Treeband shall be measured by the number of individual plants grown in accordance with this scope of work and as directed by the Contracting Officer. Payment for "Treeband" shall be made at their respective unit price per individual plant, and shall be in full compensation for all labor, materials, and costs associated with plant acquisition. Payment shall include, but not be limited to: obtaining permits, mobilizing, collecting, harvesting, propagating, transplanting, nursery maintenance, handling, storage and shipment during nursery operations.

1.8.2.2 Deepot

Deepot shall be measured by the number of individual plants grown in accordance with this scope of work and as directed by the Contracting Officer. Payment for "Deepot" shall be made at their respective unit price per individual plant, and shall be in full compensation for all labor, materials, and costs associated with plant acquisition. Payment shall include, but not be limited to: obtaining permits, mobilizing, collecting, harvesting, propagating, transplanting, nursery maintenance, handling, storage and shipment during nursery operations.

1.8.2.3 Treepot

Treepot shall be measured by the number of individual plants grown in accordance with this scope of work and as directed by the Contracting Officer. Payment for "Treepot" shall be made at their respective unit price per individual plant, and shall be in full compensation for all labor, materials, and costs associated with plant acquisition. Payment shall include, but not be limited to: obtaining permits, mobilizing, collecting, harvesting, propagating, transplanting, nursery maintenance, handling, storage and shipment during nursery operations.

PART 2 – PRODUCTS

2.1 PLANT MATERIAL

2.1.1 Plant Species and Quantities

The Contractor shall be responsible for providing each of the following species at the quantities and in the container sizes as indicated in Table 1-A.

2.1.2 Substitutions

Substitutions will not be allowed, unless, approval is given in writing by the Contracting Officer. It is the Contractor's responsibility to document why they were not able to secure the required amount of plants and/or species and submit to the Contracting Officer. The Contractor shall make recommendations of substitute species to be used and where they can be secured.

2.1.3 Standards

The plants top growth shall be in proportion to its root development. The plant shall exhibit proper form for each species and meet all the stem caliper and branching
standards as indicated herein.

A. Species Form & Top Growth: Tree species shall be grown with a single, non-header leader. Shrubs shall be left in the natural form and not sheared unless noted. The plants top growth shall be sufficiently large enough for the specified container it is being grown in. The nursery shall time the germination and/or propagation of the seed or cutting so that it is at the proper size at the indicated delivery time. The Contracting Officer may reject undersized and oversized material. The plant shall have a main leader with a normal caliper and development and growth of a minimum of four lateral branches along its length. The plant shall be in a healthy condition without signs of stress, disease or pest damage.

B. Root Development: The plants root system shall have a main root that is unkinked and free from swirling. Secondary roots shall be well developed and be capable of binding the root mass together and retaining its shape when removed from its container. Root masses that do not hold together or have over or under developed root systems will be rejected and it shall be the responsibility of the Contractor to secure acceptable replacement material at no additional cost to the Government.

C. List of Growth & Caliper Standards: The following list is the acceptable container plant standard for Contractor grown plants for top growth and stem caliper for the container size and species indicated. All willow species are included with the tree species below because their container caliper standards are similar to the other tree species.

Vegetation Types	*Container*	*Top Growth (Minimum)*	*Stem Caliper (Minimum)*
Tree species	Super Cells	6"	>3/16"
	Deepots	10"	>3/16"
	Treepot4	12"	>1/4"
	Treepot8	24"*	>5/16"

*Willow, Oak and Alder species shall have a minimum top growth of 18" in Treepot8 containers.

Shrub species	Stubby/ Treeband	6"	>1/8"
	Super Cell	6"	>1/8"
	Deepots	10"	>3/16"
	Treepot4	12"	>1/4"
Herbaceous species	Stubby/Treeband	6"	n/a
	Super Cell	6"	n/a
	Deepot	10"	n/a

Note: vine species are not accurately measured by top growth height, so are measured by growth length.

2.2 GROWING CONTAINERS

Provide, grow and deliver plants in commercially available containers made of durable plastic fabrication and designed to create a deep root system. Containers shall have interior vertical ribs that train roots downward and guard against swirling. The bottom of the containers shall have drainage holes for air-pruning. Container sizes referenced herein shall be as follows:

2.2.1 Treebands

Tree Bands shall have a capacity of 20 cu.in., and be 2.25" sq X 5" long (depth).

2.2.2 Deepots

Deepots shall be D40 size containers and have vertical ribs to train roots downward and a bottom drainage hole with 3 or 4 side drain holes on the tapered end. The cells shall be capable of being individually rearranged in containment trays. D40 Deepots shall have a capacity of 40 cu. in. (656 ml), with a 2.5 in. (6.4 cm) dia. and 10 in. (25 cm) cell depth.

2.2.3 Treepots

Treepots shall have vertical ribs to train roots downward, keeping the roots free of swirling and a bottom drainage hole. Treepot sizes are as follows: Treepot 4 shall have a capacity of 173 cu. in. (2.83 liters), with a 4 in. (10 cm) width and 14 in. (36 cm) depth; Treepot 6 shall have a capacity of 380 cu. in. (6.23 liters), with a 6 in. (15 cm) width

and 16 in. (41 cm) depth; Treepot 8 shall have a capacity of 588 cu. in (9.63 liters), with a 7.75 in. (20 cm) width and 18 in. (46 cm) depth.

PART 3 – EXECUTION

3.1 EXAMINATION

3.1.1 Verification of Collection Site Conditions

Determine and verify collection site conditions before the start of collection. Coordinate with the installation contractor the delivery sites conditions and necessary equipment to down-load and handle plant material prior to delivery.

3.1.2 Flood Conditions

The Contractor is hereby notified that access to the collection and delivery sites could be impeded due to possible floodwater inundation or discharges from rainfall, surface water, or subsurface water at any time during the year. The Contractor should expect periodic inundation of some collection sites by high water during the rainy season.

3.2 COLLECTION

3.2.1 Site Access Approval and Permits

The Contractor shall be responsible for obtaining and paying all fees for site access and any plant collection permits required for this project.

3.2.2 Collection Procedures and Methods

Plant material (Seed/Cutting/Division) shall be collected and propagated according to standard collection, propagation, and nursery standards. Plants shall be nursery grown of healthy, vigorous stock free of insects and disease. At the time of collection, cutting material shall be marked and bundled by species, to differentiate plant species at the time of planting.

3.2.3 Material Sources

The Contractor shall be responsible for the collection of required plant material. Propagules shall be collected from multiple representative material sources to ensure the genetic diversity and viability of the material. The Contractor shall select appropriate material for propagation of the required plants. Diseased and unhealthy donor material shall be avoided. The Contractor's collection efforts shall leave minimum impacts to source sites. At no time shall material sources be denuded of plants or stripped of all seed. All Sambucus mexicana, Blue elderberry, shall be started from seed. If the timing is not right for viable seed collection of the Blue elderberry, the Contractor shall coordinate and get permission with the COR prior to any cutting collection.

3.2.4 Collection Site Cleanup

The Contractor shall clean up all areas of debris that was caused by their plant material collection operations or disturbed as a result of their presence. Upon completion of their operations, the Contractor shall remove any debris, excess material and dirt, and extraneous equipment resulting or used during their operations.

3.2.5 Dust Control

The Contractor shall perform a good faith effort to minimize the creation of dust at all times during collection operations. At no time shall vehicles or equipment exceed a speed that causes dust disturbances to the adjacent properties.

3.3 NURSERY OPERATIONS

3.3.1 Growing Conditions

The plants shall be grown in a nursery environment, which has proper housing and shade structures for propagating each required plant material. The Contractor shall provide all housing, equipment, materials, nutrients, water and care to ensure each plant develops properly.

3.3.2 Insects and Disease

All plant material shall be free of insects and disease**.** If a target species is prone to disease, extra effort in surface cleansing during preparation may be requested to retard infection. Routine surface cleaning of collected material is expected.

3.4 HANDLING AND STORAGE

3.4.1 Handling Material

At all times, the Contractor shall handle all material professionally to ensure that the plants and planting supplies are not damaged during storage, handling, and shipping.

3.4.2 Nursery Storage

Before delivery, all plants shall be stored in such a manner to prevent damage from sunlight; moisture, or contact with vehicles, equipment and tools. Shade, frost, and wind protection shall be used if necessary to protect the health of the plants. Plants shall be maintained moist at all times.

3.5 SHIPMENT AND DELIVERY

3.5.1 Plant Labels

Deliver plant material to the job site with durable, waterproof labels indicating the correct plant name in conformance to Table 1-A contained in this Scope of Work. Labeling may be limited to identifying groups of plants of the same species contained by a common device, i.e., tray, pallet, etc. through delivery to the project site.

3.5.2 Delivery Responsibility

Deliver the plants to the project site. Coordinate delivery time and location with the COR. Upon delivery to the project site, all plant material will be observed by the COR to prevent the acceptance of damaged or otherwise unsuitable plant material. Plants shall be delivered in the containers sizes indicated in Table 1-A. Unacceptable plant material shall be replaced with plants of similar size and species within 5 working days at the Contractor's expense. The Contractor shall be responsible for picking up all plant containers and trays after plants have been installed by the installation contractor. Pick up must be coordinated with the installation contractor.

3.5.3 Delivery Vehicles

Delivery vehicles shall have closed beds to minimize windburn to plant material during transport.

3.5.4 Hardening-off Plant Material

Before delivery of the plant material, all plant material shall be hardened-off for a minimum of 2 weeks to project site conditions/temperatures. This includes plants grown in shade houses or greenhouses to prevent leaf or stem burn from occurring after delivery.

3.6 DISPOSAL OF UNDELIVERED PLANT MATERIAL

It shall be the Contractor's responsibility to dispose of all rejected, surplus or unused plants at no cost to the Government. The Contractor shall coordinate with the Government prior to taking disposal action.

TABLE 1-A
NAPA CONTRACT 1B PLANT LIST

Marsh Species

Common Name	*Scientific Name*	*Container Size*	*Quantity*
California Cordgrass	*Spartina foliosa*	Treeband	625
Saltgrass	*Distichlis spicata*	Treeband	625
Common Pickleweed	*Salicornia virginica*	Treeband	465
Gum Plant	*Grindelia humilis*	Treeband	465
Narrowleaf Cattail	*Typha latifolia*	Treeband	465
Fleshy Jaumea	*Jaumea carnosa*	Treeband	465
alkali heath	*Frankenia salina*	Treeband	465
Hardstem Bulrush	*Scirpus acutus*	Treeband	465
California Bulrush	*Scirpus californicus*	Treeband	465
Barbaras Sedge	*Carex barbarae*	Treeband	625
Baltic Rush	*Juncus balticus*	Treeband	465
Mexican Rush	*Juncus mexicanus*	Treeband	465
		Marsh Total	**6060**

Tree Species

Common Name	*Scientific Name*	*Container Size*	*Quantity*
Valley Oak	*Quercus lobata*	Treepot	150
Coast Live Oak	*Quercus agrifolia*	Treepot	270
Fremont Cottonwood	*Populus fremontii*	Treepot	270
Boxelder	*Acer Negundo var. californicum*	Treepot	180
California Walnut	*Juglans californica var. hindsii*	Treepot	180
California Bay (Laurel)	*Umbellularia californica*	Treepot	330
White Alder	*Alnus rhombifolia*	Treepot	60
		Tree Total	**1440**

Shrub Species

Common Name	*Scientific Name*	*Container Size*	*Quantity*
Red Willow	*Salix laevigata*	Deepot	75
Arroyo Willow	*Salix lasiolepis*	Deepot	75
California Wild Rose	*Rosa californica*	Deepot	250
Coyote Brush	*Baccharis pilularis*	Deepot	275
Mule Fat	*Baccharis viminia*	Deepot	180
Salmonberry	*Rubus spectabilis*	Deepot	90
Toyon	*Heteromeles arbutifolia*	Deepot	180
Saltbush	*Atriplex canescens*	Deepot	180
California Buckthorn	*Rhamnus californica*	Deepot	180
Snowberry	*Symphoricarpos albus*	Deepot	250
Blue Elderberry	*Sambucus mexicana*	Deepot	75
		Shrub Total	**1810**

TOTAL ALL PLANTS = 9310

(End of Summary of Changes)